

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of

SCHNEIDER et al.

Application No. 09/719,339

Filed: December 8, 2000

For: WRITE CACHE FLUSHING METHOD FOR  
REDUCING DATA CORRUPTION

Examiner: Unassigned

Art Unit: Unknown

Docket No. ROXIP182D

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C., 20231 on

Date: April 24, 2002

Signed: Neely Jo Weldy

Typed Name: Neely Jo Weldy

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
(REVOCATION OF PRIOR POWERS)

Commissioner for Patents  
Washington, D.C. 20231

Sir:

As assignee of record of the entire interest of the above identified

☒ application,  
☐ patent,

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

the following attorneys and/or agents are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith.

Peter B. Martine (Reg. No. 32,043)  
Albert S. Penilla (Reg. No. 39,487)  
Rick von Wohld (Reg. No. 48,018)  
Joe A. Brock II (Reg. No. 46,021)

Edmund H. Mizumoto (Reg. No. 46,938)  
Chester E. Martine (Reg. No. 19,711)  
Michael L. Gencarella (Reg. No. 44,703)  
George B. Leavell (Reg. No. 45,436)

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Customer Number 25920

Direct Telephone Calls To:

Joe A. Brock, II, at telephone number (408) 749-6900

Roxio, Inc. (per 37 CFR §3.73(b) Filed herewith)  
(type or print identity of assignee of entire interest)

461 South Milpitas Boulevard  
(address)

Milpitas, CA 95035  
(city, state and zip code)

☐ Recorded in PTO on \_\_\_\_\_  
Reel \_\_\_\_\_  
Frame \_\_\_\_\_

☒ Recorded herewith.

#### ASSIGNEE STATEMENT

Attached to this power is a "STATEMENT UNDER 37 C.F.R. 3.73(b)."

W. E. Growney, Jr. 2/24/02  
(Signature of authorized person) (date)

William E. Growney, Jr.  
(type or print name of authorized person)

Secretary  
Title of authorized person

2184  
PATENT

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In re the application of  
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Application No. 09/719,339  
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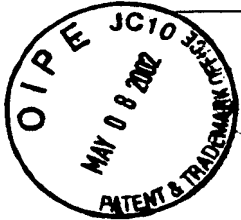
Art Unit: Unknown

Docket No. ROXIP182D

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Date: April 24, 2002

Signed:

Typed Name: Neely Jo Weldy

STATEMENT UNDER 37 C.F.R. § 3.73(b)  
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION

Commissioner for Patents  
Washington, D.C. 20231

Sir:

1. The assignee of the entire right, title and interest hereby seek to take action in the PTO in this matter.

IDENTIFICATION OF ASSIGNEE

2. Roxio, Inc.  
Name of assignee  
Corporation of Delaware  
Type of assignee, e.g., corporation, partnership, university, government agency, etc.

PERSON AUTHORIZED TO SIGN

3. William E. Growney, Jr.  
(type name of person authorized to sign on behalf of assignee)  
Secretary  
Title of person authorized to sign

☒ I, the person signing below, state that I am empowered to sign this statement on behalf of the assignee.

## BASIS OF ASSIGNEE'S INTEREST

Ownership by the assignee is established as follows:

A.

- ☒ A U.S.P.T.O. Notice of Recordation of Assignment (Appendix A, 2 pages)
- ☒ An assignment of parent application from inventors to Wild File, Inc. (Appendix B, 2 pages)
- ☒ An assignment document from Wild File, Inc. to Adaptec, Inc. (Appendix C, 11 pages)
- ☒ An Assignment document, (Appendix D, 9 page) has been separately submitted for recordal, which transfers ownership of this case from Adaptec, Inc. to Roxio, Inc.

AND

B. A chain of title from the inventor to the current assignee as shown below:


Appendix A: U.S.P.T.O. Notice of Recordation of Assignment.

Recorded in PTO: Reel 011619, Frame 0168.

Appendix B: Assignment from SCHNEIDER, Eric D.; GUSTAFSON, Michael J.; and HAGLER, Daniel J. to Wild File, Inc, a Delaware Corporation

Appendix C: Patent Assignment from Wild File, Inc. to Adaptec, Inc.  
(Priority application (U.S. serial no. 60/130,814) identified on Page 1 of General File Listing)

Appendix D: Patent Assignment from Adaptec, Inc. to Roxio, Inc.  
(Patent application identified on page 2 of Schedule B)

 | 2/26/07  
(Signature of authorized person) (date)

William E. Growney, Jr.  
(type or print name of authorized person)

Secretary  
(Title of authorized person)

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JUNE 01, 2001

PTAS

MARTINE PENILLA & KIM, LLP  
JOE A. BROCK, II  
710 LAKEWAY DRIVE, SUITE 170  
SUNNYVALE, CA 94085



\*101652447A\*

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MAY 28 2002

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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/08/2000

REEL/FRAME: 011619/0168  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SCHNEIDER, ERIC D.

DOC DATE: 10/09/2000

ASSIGNOR:

GUSTAFSON, MICHAEL J.

DOC DATE: 10/06/2000

ASSIGNOR:

HAGLER, DANIEL J.

DOC DATE: 10/06/2000

ASSIGNEE:

WILD FILE, INC.  
691 S. MILPITAS BLVD.  
MILPITAS, CALIFORNIA 95035

SERIAL NUMBER: 09719339

PATENT NUMBER:

FILING DATE:

ISSUE DATE:

Appendix A, 2 pages

011619/0168 PAGE 2

SEDLEY PYNE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**ASSIGNMENT**  
(International Patent Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the international patent application entitled:

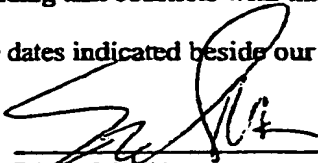
**METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA  
CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING  
AND RECOVERING DATA**

This assignment is for an international application assigned Application Number PCT/US00/10999, and was filed on April 24, 2000. This application was filed having the inventors also designated as Applicants. Accordingly, this assignment transfers ownership from the inventors to Wild File, Inc., thus making Wild File, Inc. a sole Applicant/Assignee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We the undersigned inventors hereby:

- 1) Sell, assign and transfer to Wild File, Inc., a Delaware corporation having a place of business at 691 S. Milpitas Blvd., Milpitas, CA 95035, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application based upon, and Patent (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division, continuation, substitute or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventors, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures.

- |    |  |                      |
|----|--|----------------------|
| 1) | Signature:  | Date: <u>10/9/00</u> |
|    | Typed Name: Eric D. Schneider  |                      |
| 2) | Signature: _____   | Date: _____          |
|    | Typed Name: Michael J. Gustafson   |                      |
| 3) | Signature: _____   | Date: _____          |
|    | Typed Name: Daniel J. Hagler   |                      |

Attorney Docket No. ADAPP182.P

**ASSIGNMENT**  
(International Patent Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the international patent application entitled:



**METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA  
CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING  
AND RECOVERING DATA**

This assignment is for an international application assigned Application Number PCT/US00/10999, and was filed on April 24, 2000. This application was filed having the inventors also designated as Applicants. Accordingly, this assignment transfers ownership from the inventors to Wild File, Inc., thus making Wild File, Inc. a sole Applicant/Assignee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We the undersigned inventors hereby:

- 1) Sell, assign and transfer to Wild File, Inc., a Delaware corporation having a place of business at 691 S. Milpitas Blvd., Milpitas, CA 95035, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application based upon, and Patent (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division, continuation, substitute or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventors, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures.

- |    |  |                        |
|----|--|------------------------|
| 1) | Signature: _____<br>Typed Name: Eric D. Schneider  | Date: _____            |
| 2) | Signature: <br>Typed Name: Michael J. Gustafson | Date: <u>10/6/2000</u> |
| 3) | Signature: <br>Typed Name: Daniel J. Hagler     | Date: <u>10/6/2000</u> |



**AGREEMENT AND PLAN OF REORGANIZATION**

**BY AND AMONG**

**ADAPTEC, INC.,**

**SNOWFALL ACQUISITION CORPORATION**

**AND**

**WILD FILE, INC.**

**Dated as of March 3, 2000**

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### EXHIBITS

|             |   |
|-------------|---|
| Exhibit A-1 | Form of Eric Schneider Non-Competition Agreement          |
| Exhibit A-2 | Form of Non-Competition Agreement                         |
| Exhibit B-1 | Form of Common Stock Voting Agreement                     |
| Exhibit B-2 | Form of Preferred Stock Voting Agreement                  |
| Exhibit C   | Form of Registration Rights Agreement                     |
| Exhibit D   | Form of Certificate of Merger                             |
| Exhibit E   | Form of Irrevocable Notice of Election                    |
| Exhibit F   | Form of Opinion of Wilson Sonsini Goodrich & Rosati, P.C. |
| Exhibit G   | Form of Opinion of Faegre & Benson LLP                    |

### ANNEXES

|         |                   |
|---------|-------------------|
| Annex 1 | Company Schedules |
| Annex 2 | Parent Schedules  |

## AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (this "*Agreement*") is made and entered into as of March 3, 2000 by and among Adaptec, Inc., a Delaware corporation ("*Parent*"), Snowfall Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("*Merger Sub*"), Wild File, Inc., a Delaware corporation (the "*Company*"), Eric D. Schneider, Edward Bruggeman and Mike Gustafson (each a "*Principal Stockholder*" and collectively, the "*Principal Stockholders*") U.S. Bank Trust, N.A. (the "*Escrow Agent*") and Eric D. Schneider in his capacity as the securityholder agent (the "*Securityholder Agent*") (the Escrow Agent, Principal Stockholders and the Securityholder Agent being signatories with respect to Article VII hereof only).

### RECITALS

A. The Boards of Directors of each of the Company, Parent and Merger Sub believe it is in the best interests of each company and their respective stockholders that Parent acquire the Company through the statutory merger of the Company with and into Merger Sub (the "*Merger*") and, in furtherance thereof, have approved the Merger.

B. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, all of the issued and outstanding Company Capital Stock (as defined hereafter) and all outstanding options, warrants or other rights to acquire or receive shares of Company Capital Stock shall be converted into shares of Parent Common Stock (as defined hereafter) and/or a mixture of Parent Common Stock and cash consideration (as provided herein) and options, warrants or other rights to acquire or receive shares of Parent Common Stock, respectively.

C. A portion of the shares of Parent Common Stock and/or cash otherwise issuable or deliverable by Parent in connection with the Merger shall be placed in escrow by Parent, the release of which amount shall be contingent upon certain events and conditions, all as set forth in Article VII hereof.

D. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "*Code*").

E. As a material inducement for Parent to consummate the Merger, certain key employee-stockholders of the Company will enter into employment agreements and non-competition agreements in substantially the form attached hereto as Exhibit A-1 or Exhibit A-2 (the "*Non-Competition Agreements*") with Parent, each of which shall become effective as of the Effective Time (as defined herein).

G. In addition, concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain of the Company's stockholders are entering into Voting Agreements in substantially the form attached hereto as Exhibit B-1 or Exhibit B-2 (the "*Voting Agreements*").

H. Parent has agreed to enter into a registration rights agreement with the Company Stockholders in substantially the form attached hereto as Exhibit C (the "*Registration Rights Agreement*").

I. The Company, Parent and Merger Sub desire to make certain representations and warranties and other agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

**SNOWFALL ACQUISITION  
CORPORATION**

By: 

Name: Kenneth B. Arcola

Title: President and CEO

Acknowledged: 

Name: Dana E. Miles

Title: Secretary

**SECURITYHOLDER AGENT:**

**ERIC SCHNEIDER**

\_\_\_\_\_

**ERIC SCHNEIDER**

\_\_\_\_\_

**ESCROW AGENT:**

**U.S. BANK TRUST, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WILD FILE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADAPTEC, INC.**

By: 

Name: Tom Shea

Title: Vice President

**MIKE GUSTAFSON**

\_\_\_\_\_

**EDWARD BRUGGEMAN**

\_\_\_\_\_

\*\*\*REORGANIZATION AGREEMENT\*\*\*

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

**SNOWFALL ACQUISITION  
CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURITYHOLDER AGENT:**

**ERIC SCHNEIDER**

**ERIC SCHNEIDER**

**ESCROW AGENT:**

**U.S. BANK TRUST, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WILD FILE, INC.**

By: 

Name: Eric Schneider

Title: President

Acknowledged: 

Name: Michael J Gustafson

Title: V.P. Engineering

**ADAPTEC, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MIKE GUSTAFSON**

**EDWARD BRUGGEMAN**



\*\*\*REORGANIZATION AGREEMENT\*\*\*



IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

**SNOWFALL ACQUISITION  
CORPORATION**

**WILD FILE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURITYHOLDER AGENT:**

**ADAPTEC, INC.**

**ERIC SCHNEIDER**

By: \_\_\_\_\_

**ERIC SCHNEIDER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ESCROW AGENT:**

**MIKE GUSTAFSON**

**U.S. BANK TRUST, N.A.**

By: Ann Gadsby

**EDWARD BRUGGEMAN**

Name: Ann Gadsby

Title: Vice President

\*\*\*REORGANIZATION AGREEMENT\*\*\*

General File Listing - *W. H. File, Inc.*  
Schwegman, Lundberg, Woessner & Kluth, P.A.

Page 1

February 11, 2000

| SLWK<br>Case # | TM or<br>Patent<br>Number | Issue<br>Date | Filing<br>Date | Serial<br>Number   | Short<br>Status | Title  | Sign Atty,<br>Work Atty(s) (if diff),<br>Paralegal | Inventor(s)   |
|----------------|---------------------------|---------------|----------------|--------------------|-----------------|--|--|---|
| 00749.001US1   |                           | / /           | 09/05/1997     | 08/924,198         | Abandoned       | METHOD AND APPARATUS FOR SAVING AND RECOVERING DATA  | SWL, CDB   | Eric D. Schneider,<br>William C. Femil,<br>Douglas N. Wheeler,<br>Lawrence E. Schwab,<br>Edward W. Brugge |
| 00749.002US1   | 2,257,925                 | 06/29/1999    | 09/10/1997     | 75/334,550         | Registered      | WILDFIRE (Class 9)   | FSF, GDS   |   |
| 00749.002US2   | 2,203,889                 | 11/17/1998    | 09/10/1997     | 75/334,598         | Registered      | WILD FIRE (Class 42)   | FSF, ZEP, GDS                                      |   |
| 00749.003US1   | 2,271,088                 | 08/17/1999    | 09/10/1997     | 75/334,597         | Registered      | COINAC   | FSF, GDS   |   |
| 00749.005PRV   | / /                       | / /           | 02/18/1998     | 60/075,083         | Provisional     | DISK READ ORDER OPTIMIZATION   | SWL, CDB   | Eric D. Schneider   |
| 00749.006US1   | / /                       | / /           | 03/16/1998     | 09/039,650         | Pending         | METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA   | SWL, KJSI, CDB                                     | Eric D. Schneider,<br>William C. Femil,<br>Douglas N. Wheeler,<br>Lawrence E. Schwab,<br>Edward W. Brugge |
| 00749.007US1   | 2,287,442                 | 10/19/1999    | 05/08/1998     | 75/481,725         | Registered      | Double Arrow Logo  | FSF, GDS   |   |
| 00749.008US1   | 6,016,553                 | 01/18/2000    | 06/26/1998     | 09/105,733         | Issued          | METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA   | SWL, KJSI, CDB                                     | Eric D. Schneider,<br>William C. Femil,<br>Douglas N. Wheeler,<br>Lawrence E. Schwab,<br>Edward W. Brugge |
| 00749.008US2   | / /                       | / /           | 07/15/1999     | 09/334,250         | Pending         | METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA   | SWL, KJSI, CDB                                     | Eric D. Schneider,<br>William C. Femil,<br>Douglas N. Wheeler,<br>Lawrence E. Schwab,<br>Edward W. Brugge |
| 00749.008US3   | / /                       | / /           | 11/29/1999     | 09/450,266         | Pending         | METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA   | SWL, CDB   | Eric D. Schneider,<br>William C. Femil,<br>Douglas N. Wheeler,<br>Lawrence E. Schwab,<br>Edward W. Brugge |
| 00749.008WO1   | / /                       | / /           | 09/04/1998     | PCT/US98/188<br>63 | Pending         | METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA   | SWL, KJSI,<br>MLK                                  | Eric D. Schneider,<br>William C. Femil,<br>Douglas N. Wheeler,<br>Lawrence E. Schwab,<br>Edward W. Brugge |
| 00749.009PRV   | / /                       | / /           | 02/26/1999     | 60/121,725         | Provisional     | METHOD, SOFTWARE AND APPARATUS FOR LOCALLY OR REMOTELY REPAIRING OR ENHANCING COMPUTER DATA  | SWL, CDB   | Eric D. Schneider   |
| 00749.010PRV   | / /                       | / /           | 04/23/1999     | 60/130,814         | Provisional     | METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA | SWL, CDB   | Eric D. Schneider,<br>Michael J. Gustaf,<br>Daniel J. Hagler  |
| 00749.011PRV   | / /                       | / /           | 07/09/1999     | 60/143,248         | Provisional     | METHOD, SOFTWARE AND APPARATUS FOR DE-FRAGMENTING DISK STORAGE ON WHICH A HISTORY OF CHANGES IS BEING TRACKED                        | SWL, CDB   | Eric D. Schneider   |

# General Site Listing

Schwegman, Lundt Woessner & Kluth, P.A.

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February 11, 2000

| SLWK<br>Case # | Patent<br>Number | Issue<br>Date | Filing<br>Date | Serial<br>Number | Short<br>Status | Title   | Sign Atty,<br>Work Atty(s) (if dif),<br>Paralegal | Inventor(s)       |
|----------------|------------------|---------------|----------------|------------------|-----------------|---|---|-------------------|
| 00749.012US1   |                  | //            | 09/02/1999     | 75791,228        | Pending         | PROTECTING THE POWER TO MOVE AHEAD  | FSF, GDS  |                   |
| 00749.012US2   |                  | //            | 09/02/1999     | 75791,232        | Pending         | PROTECTING THE POWER TO MOVE AHEAD  | FSF, GDU, GDS                                     |                   |
| 00749.014PRV   |                  | //            | 10/07/1999     | 60/158,336       | Provisional     | METHOD, SOFTWARE AND APPARATUS FOR RECYCLING OVERWRITTEN DISK<br>STORAGE IN CONJUNCTION WITH AN OPERATING SYSTEM ON WHICH A<br>HISTORY OF CHANGES ARE BEING TRACKED | SWL, CHB  | Eric D. Schneider |
| 00749.015PRV   |                  | //            | 10/29/1999     | 60/162,500       | Provisional     | METHOD OF CREATING A FIREWALL BETWEEN A PC AND A DISK CONTROLLER<br>TO PROTECT OVERWRITTEN DATA   | SWL, CHB  | Eric D. Schneider |

Matter Count: 18

**EXECUTION COPY**

**MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT  
BETWEEN  
ADAPTEC, INC.  
AND  
ROXIO, INC.**

**Effective as of May 5, 2001**

# MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT

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## **MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT**

This Master Patent Ownership and License Agreement (the "Agreement") is effective as of May 5, 2001, at 12:01 A.M., P.S.T. (the "Effective Date"), between Adaptec, Inc., a Delaware corporation ("Adaptec"), having an office 691 South Milpitas Boulevard, Milpitas, CA 95035, and Roxio, Inc., a Delaware corporation ("Roxio"), having an office at 461 South Milpitas boulevard, Milpitas, Boulevard, Milpitas, CA 95035.

### **RECITALS**

WHEREAS, the Boards of Directors of each of Adaptec and Roxio have determined that it is appropriate and desirable for Adaptec to contribute and transfer to Roxio, and for Roxio to receive and assume, directly or indirectly, substantially all of the assets and liabilities currently associated with the Roxio Business and the stock, investments or similar interests currently held by Adaptec in subsidiaries and other entities that conduct such business (the "Separation");

WHEREAS, Adaptec has caused Roxio to be incorporated in order to effect the Separation and Adaptec currently owns all of the issued and outstanding capital stock of Roxio; and

WHEREAS, the parties intend in this Agreement, including the Exhibits and Schedules hereto, to set forth the principal arrangements between them regarding patent ownership and licenses upon the Separation.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, the parties hereto agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS**

For the purpose of this Agreement the following capitalized terms are defined in this Article 1 and shall have the meaning specified herein:

1.1 ADAPTEC PATENTS. "Adaptec Patents" means all Patents, other than the Assigned Patents and Wild File Patents, having the benefit of a First Effective Filing Date before the Separation Date which are owned or licensable (without payment of royalties for the granting of licenses thereunder) by Adaptec as of the Separation Date.

1.2 ANCILLARY AGREEMENTS. "Ancillary Agreements" has the meaning set forth in the Master Separation and Distribution Agreement.

1.3 ASSIGNED PATENTS. "Assigned Patents" means only those

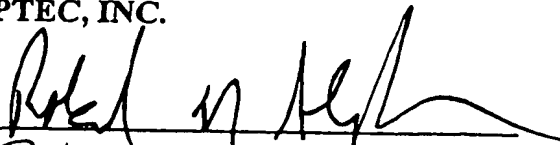
WHEREFORE, the parties have signed this Master Patent Ownership and License Agreement effective as of the date first set forth above.

ADAPTEC, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Robert N. Stephens

President, Chief Executive Officer

ROXIO, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT]



WHEREFORE, the parties have signed this Master Patent Ownership and License Agreement effective as of the date first set forth above.

ADAPTEC, INC.

ROXIO, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Wm. Christopher Garay

Title: \_\_\_\_\_

Title: President and CEO

[SIGNATURE PAGE TO MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT]

**SCHEDULE B**

**WILD FILE PATENTS**

| TITLE  | FILE DATE  | Serial Number    | PATENT NO.       | ISSUE DATE | OUTSIDE LAW FIRM                      | ADAPTEC #      |
|--|------------|------------------|------------------|------------|---------------------------------------|----------------|
| Method, Software and Apparatus for Saving, Using and Recovering Data   | 06/28/1998 | 09/105,733       | 6,016,553        | 01/18/2000 | Schwegman, Lundberg, Woessner & Kluth | SPG-024/A      |
| Germany: Method, Software and Apparatus for Saving, Using and Recovering Data  | 09/04/2000 | 19882659.1       | PDX 1P180        |            | Martine, Penilla & Kim                | SPG-024C(DE)   |
| Japan: Method, Software and Apparatus for Saving, Using and Recovering Data  | 03/06/2000 | 2000.509037      |                  |            | Martine, Penilla & Kim                | SPG-024C(JP)   |
| PCT: Method, Software and Apparatus for Saving, Using and Recovering Data  | 09/04/1998 | PCT/US98/18863   | PDX 1P182A.P     |            | Martine, Penilla & Kim                | SPG-024C(PCT)  |
| Method, Software and Apparatus for Saving, Using and Recovering Data   | 07/15/1999 | 09/354,250       | PDX 1P180C       | Allowed    | Martine, Penilla & Kim                | SPG-024/A-1C   |
| Method, Software and Apparatus for Saving, Using and Recovering Data   | 11/29/1999 | 09/450,266       | PDX 1P182A       | Allowed    | Martine, Penilla & Kim                | SPG-024/A-2C   |
| Method, Software and Apparatus for Saving, Using and Recovering Data   | TBD        |                  | PDX 1P182A.2     |            | Martine, Penilla & Kim                | SPG-024/A-3C   |
| PCT: Method, Software and Apparatus for Locally or Remotely Repairing or Enhancing Computer Data                                     | 02/25/2000 | PCT/US00/04758   | PDX 1P181.P      |            | Martine, Penilla & Kim                | SPG-025/C(PCT) |
| Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data | 04/24/2000 | Not yet received | Not yet received |            | Martine, Penilla & Kim                | SPG-026/A-1D   |
| Two Tiered Error Recovery Mechanism for Reducing Data Corruption   | 04/24/2000 | Not yet received | PDX 1P182A       |            | Martine, Penilla & Kim                | SPG-026/A-2D   |
|  |            |                  | PDX 1P182.B      |            |                                       |                |

| TITLE   | FILE DATE  | Serial Number    | PATENT NO. | ISSUE DATE | OUTSIDE LAW FIRM       | ADAPTEC #      |
|---|------------|------------------|------------|------------|------------------------|----------------|
| Disguised Disk Data Protection Method for Reducing Data Corruption  | 04/24/2000 | Not yet received |            |            | Martine, Penilla & Kim | SPG-026/A-3D   |
| Write Cache Flushing Method for Reducing Data Corruption  | 04/24/2000 | 09/719,339       | P0X1P162C  |            | Martine, Penilla & Kim | SPG-026/A-4D   |
| PCT: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data                           | 04/24/2000 | PCT/US00/10999   | P0X1P162D  |            | Martine, Penilla & Kim | SPG-026/C(PCT) |
| EPO: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data                           | 10/06/2000 | 00926314.6       | P0X1P162.7 |            | Martine, Penilla & Kim | SPG-026/C(EP)  |
| Japan: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data                         | 12/22/2000 | 2000-614125      |            |            | Martine, Penilla & Kim | SPG-026/C(JP)  |
| Method, Software and Apparatus for Defragmenting Disk Storage On Which a History of Changes is being Tracked  | 07/10/2000 | 09/612,662       |            |            | Martine, Penilla & Kim | SPG-027/A      |
| PCT: Disk Storage Defragmentation   | 07/10/2000 | PCT/US00/18732   | P0X1P163.7 |            | Martine, Penilla & Kim | SPG-027/C(PCT) |
| Method, Software and Apparatus for Recycling over Written Disk Storage In Conjunction with an Operating System on which a History of Changes are being Tracked      | 10/06/2000 | 09/684,384       | P0X1P163   |            | Martine, Penilla & Kim | SPG-028/A      |
| EPO: Method, Software and Apparatus for Recycling over Written Disk Storage In Conjunction with an Operating System on which a History of Changes are being Tracked | 10/06/2000 | 03308805.1       | P0X1P164   |            | Martine, Penilla & Kim | SPG-028/C(EP)  |

| TITLE   | FILE DATE  | Serial Number               | PATENT NO. | ISSUE DATE | OUTSIDE LAW FIRM           | ADAPTEC #               |
|---|------------|-----------------------------|------------|------------|----------------------------|-------------------------|
| Japan: Method, Software and Apparatus for Recycling over Written Disk Storage in Conjunction with an Operating System on which a History of Changes are being Tracked | 10/06/2000 | 2000-308367                 |            |            | Martine, Penilla & Kim     | SPG-028/C(JP)           |
| Apparatus and Method of Creating a Firewall Data Protection   | 10/26/2000 | 09/698,542                  |            |            | Martine, Penilla & Kim     | SPG-029/A               |
| Apparatus and Method of Creating a Firewall Data Protection   | 10/26/2000 | Not yet received            | POX1P85    |            | Martine, Penilla & Kim     | SPG-029/A-1(CIP)        |
| PCT: Apparatus and Method of Creating a Firewall Data Protection  | 10/26/2000 | PCT/US00/29626              |            |            | Martine, Penilla & Kim     | SPG-029/C(PCT)          |
| Filing Folder Tab having Readable Information   | 08/21/1995 | 08/517,078                  | 5,513,459  | 05/07/1996 | Vidas, Arrett & Steinkraus | SPG-032/A (No file)     |
| Filing Folder Tab having Readable Information   | 06/20/1997 | Reissue of Patent 5,513,459 | RE 36,596  | 03/07/2000 | Vidas, Arrett & Steinkraus | SPG-032/A-(RE)          |
| Filing System Scanner and Improved Bar Code   | 05/03/1994 | 08/237,266                  | 5,455,410  | 10/03/1995 | Vidas, Arrett & Steinkraus | SPG-033/A               |
| EPO: Filing System Scanner and Improved Bar Code  | 12/02/1996 | 95917642.1                  |            |            | Vidas, Arrett & Steinkraus | SPG-033/C(EP)           |
| Hong Kong: Filing System Scanner and Improved Bar Code  | 04/16/1998 | 98103142.3                  |            |            | Vidas, Arrett & Steinkraus | SPG-033/C(HK) (No file) |
| Filing System Scanner and Bar Code with Identification Marker Bars  | 04/18/1995 | 08/423,901                  | 5,485,000  | 01/16/1996 | Vidas, Arrett & Steinkraus | SPG-036/A               |
| Apparatus for Building a Database of the Location of Files Stored In File Holders   | 10/26/1995 | 08/548,561                  | 5,552,588  | 09/03/1996 | Vidas, Arrett & Steinkraus | SPG-037/A               |